

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DONOVAN FAYEZ - OLABI

Write the full name of each plaintiff.

____ CV ____
(Include case number if one has been assigned)

-against-

CREDIT ACCEPTANCE CORPORATION

COMPLAINT

Do you want a jury trial?

☐ Yes ☐ No

Write the full name of each defendant. If you need more space, please write "see attached" in the space above and attach an additional sheet of paper with the full list of names. The names listed above must be identical to those contained in Section II.

NOTICE

The public can access electronic court files. For privacy and security reasons, papers filed with the court should therefore *not* contain: an individual's full social security number or full birth date; the full name of a person known to be a minor; or a complete financial account number. A filing may include *only*: the last four digits of a social security number; the year of an individual's birth; a minor's initials; and the last four digits of a financial account number. See Federal Rule of Civil Procedure 5.2.

I. BASIS FOR JURISDICTION

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation, and the amount in controversy is more than \$75,000, is a diversity case. In a diversity case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal-court jurisdiction in your case?

☒ **Federal Question**

☐ **Diversity of Citizenship**

A. If you checked Federal Question

Which of your federal constitutional or federal statutory rights have been violated?

Consumer Rights violations

B. If you checked Diversity of Citizenship

1. Citizenship of the parties

Of what State is each party a citizen?

The plaintiff, _____, is a citizen of the State of _____
(Plaintiff's name)

(State in which the person resides and intends to remain.)

or, if not lawfully admitted for permanent residence in the United States, a citizen or subject of the foreign state of _____.

If more than one plaintiff is named in the complaint, attach additional pages providing information for each additional plaintiff.

If the defendant is an individual:

The defendant, _____, is a citizen of the State of _____
(Defendant's name)

or, if not lawfully admitted for permanent residence in the United States, a citizen or subject of the foreign state of _____.

If the defendant is a corporation:

The defendant, CREDIT ACCEPTANCE CORPORATION is incorporated under the laws of the State of Michigan

and has its principal place of business in the State of Michigan

or is incorporated under the laws of (foreign state) _____

and has its principal place of business in Southfield Michigan

If more than one defendant is named in the complaint, attach additional pages providing information for each additional defendant.

II. PARTIES

A. Plaintiff Information

Provide the following information for each plaintiff named in the complaint. Attach additional pages if needed.

<u>Donovan</u>		<u>Fayez-Olas</u>
First Name	Middle Initial	Last Name
<u>64 Long Shore St</u>		
Street Address		
<u>Suffolk, Bayshore</u>	<u>NY</u>	<u>11706</u>
County, City	State	Zip Code
<u>929-446-9166</u>		
Telephone Number	Email Address (if available)	

B. Defendant Information

To the best of your ability, provide addresses where each defendant may be served. If the correct information is not provided, it could delay or prevent service of the complaint on the defendant. Make sure that the defendants listed below are the same as those listed in the caption. Attach additional pages if needed.

Defendant 1:

Credit Acceptance Corporation
 First Name Last Name

Current Job Title (or other identifying information)

25505 West Twelve Mile Road

Current Work Address (or other address where defendant may be served)

Southfield Michigan 48034
 County, City State Zip Code

Defendant 2:

First Name

Last Name

Current Job Title (or other identifying information)

Current Work Address (or other address where defendant may be served)

County, City

State

Zip Code

Defendant 3:

First Name

Last Name

Current Job Title (or other identifying information)

Current Work Address (or other address where defendant may be served)

County, City

State

Zip Code

Defendant 4:

First Name

Last Name

Current Job Title (or other identifying information)

Current Work Address (or other address where defendant may be served)

County, City

State

Zip Code

III. STATEMENT OF CLAIMPlace(s) of occurrence: Long Island Auto Find INC, Consumer ReportsDate(s) of occurrence: 06/25/2014 - Present Day**FACTS:**

State here briefly the FACTS that support your case. Describe what happened, how you were harmed, and what each defendant personally did or failed to do that harmed you. Attach additional pages if needed.

Pursuant 15 USC 1692d(1) Credit Acceptance Corp. Used violent language to tarnish my credit reputation see exhibit (D, E)
 Pursuant 15 USC 1692d(2) Obscene, Profane and abusive language to oppress me into paying an alleged debt see exhibit (D, E) (F, G), Pursuant 15 USC 1692E(6) Credit Acceptance has used deceptive means to collect a alleged debt associated with account number 78182412, and collected my personal information, including my Name, address, Social Security card Which is defined as a credit card pursuant 15 USC 1602(I), and all information pertaining to my open end credit plan see exhibit (A, B), Pursuant 15 USC 1692e(11) Credit Acceptance failed to disclose that the company is in fact a debt collector

Pursuant 15 USC 1692g Credit Acceptance Corporation failed to disclose written notice containing information required by law. Pursuant 15 USC 1692j Credit Acceptance Corporation unlawfully designed, compiled, and furnished a form knowing such form would be used to create the false belief in me the consumer that a person other than the creditor of such consumer is participating in the collection of or in an attempt to collect a debt. Credit Acceptance Corp is in violation of 15 USC 1681s-2(f)(1) see Exhibit (D, E)

INJURIES:

If you were injured as a result of these actions, describe your injuries and what medical treatment, if any, you required and received.

As a result of the invasion of my privacy, and abusive, misleading debt collection acts I suffer from severe anxiety and depression due to my consumer report and reputation being compromised. These detrimental acts have caused marital instability due to my lack of confidence to provide for myself and future family.

IV. RELIEF

State briefly what money damages or other relief you want the court to order.

Pay invoice attached for Federal Consumer Violations
Deletion of all negative remarks on consumer reports Experian, Transunion, Equifax, Lexis Nexis, Innovis, Corelogic, Sage Stream

V. PLAINTIFF'S CERTIFICATION AND WARNINGS

By signing below, I certify to the best of my knowledge, information, and belief that: (1) the complaint is not being presented for an improper purpose (such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation); (2) the claims are supported by existing law or by a nonfrivolous argument to change existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Federal Rule of Civil Procedure 11.

I agree to notify the Clerk's Office in writing of any changes to my mailing address. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Each Plaintiff must sign and date the complaint. Attach additional pages if necessary. If seeking to proceed without prepayment of fees, each plaintiff must also submit an IFP application.

09/20/2021

Dated

Danun almi

Plaintiff's Signature

Danun

First Name

Middle Initial

Fayer-olabi

Last Name

64 Long Shore

Street Address

St

Buffolk County, Bay Shore NY

County, City

State

11706

Zip Code

Telephone Number

Email Address (if available)

I have read the Pro Se (Nonprisoner) Consent to Receive Documents Electronically:

☐ Yes ☐ No

If you do consent to receive documents electronically, submit the completed form with your complaint. If you do not consent, please do not attach the form.

DONOVAN FAYEZ-OLABI
64 LONGSHORE STREET
BAYSHORE
NY 11706
CREDIT ACCEPTANCE CORPORATION
25505 WEST TWELVE MILE ROAD
SOUTHFIELD, MICHIGAN 48034

AFFIDAVIT OF RESPONSE FOR CEASE AND DESIST
Consumer Enforcement as Administrative Counter-Claim by Private Right of Action

Notice, it is a Fact, that, I, agent for principal DONOVAN FAYEZOLABI, and affiant, I am a federally protected consumer, holder in due course, attorney, for any and all derivatives thereof for the surname/given name and I have been appointed and accept being the executor both public and private for all matters proceeding, and I hereby claim that I will d/b/a DONOVAN FAYEZOLABI, and autograph as the agent and administrator in fact.

Notice, it is a Fact, that, I, agent for principal DONOVAN FAYEZOLABI, and affiant, has received a statement including the subject matter of an attempt to collect an alleged debt for the Account number ending in 78152412 on july twenty fifth year 2014

Notice, it is a fact that, I, agent for principal DONOVAN FAYEZOLABI, and affiant, have reason to believe and do so believe, I the consumer, owed no such alleged debt(s) in the pass, and have been mislead pursuant to 15 usc 1692 j into such payment on account without proper instructions and knowledge to dispute alleged debt see exhibit (F,G)

Notice, it is a fact that, I, agent for principal DONOVAN FAYEZOLABI, and affiant, have reason to believe and do so believe, I the consumer, have been mislead pursuant to 15 usc 1692e (11) failure of credit acceptance corporation to disclosure the company is in fact a debt collector

Notice, it is a Fact, that, I, agent for principal DONOVAN FAYEZOLABI, and affiant, am aware i have been mislead into making payments on account SEE EXHIBIT (F,G), pursuant to 15 usc 1692h demanding all payments including down payments, finance charges to be directed back to the natural living person and federal protected consumer DONOVAN FAYEZOLABI paid by check sent via mail to address attached see exhibit (H)

Notice, it is a Fact, that i agent for principal DONOVAN FAYEZOLABI is disputing this alleged debt, invoking my specified remedy as original creditor pursuant to 15 U.S.Code § 1692c(c)(2) and pursuant to 15 U.S.Code § 1692c(c) I demand you to cease any communications and collection activity of this alleged debt until you can provide me with the requested information in this affidavit herein.

Notice, it is a Fact, that, I, agent for principal DONOVAN FAYEZOLABI and affiant is aware, collection activity includes furnishing any information on this subject matter to any consumer reports. There should be no publication or advertising of any kind until a dispute is resolved pursuant to 15 U.S. Code § 1666a(a).

Notice, it is a Fact, that, I, agent for principal DONOVAN FAYEZOLABI and affiant, demand that you send me the name and address of the original creditor via mail pursuant to 15 U.S.Code § 1692g(b) in order to verify proof of the funding of this account ending with account number 78152412. Without this information there can be no verification on who funded the original loan, and I principal DONOVAN FAYEZOLABI demand all payments made on this account to be refunded pursuant 15 usc 1692 h by check directed to DONOVAN FAYEZ-OLABI

Notice, it is a fact, that, I, agent for principal DONOVAN FAYEZ-OLABI and affiant, has reason to believe and do so believes, am a victim aggravated identity theft under Title 18 U.S.Code § 1028A on four separate occasions as CREDIT ACCEPTANCE CORPORATION has knowingly used without lawful authority, a means of my identification in order to compromise my financial reputation See Exhibit (D,,E)

Notice, it is a Fact, that, I, agent for principal DONOVAN FAYEZOLABI and affiant, due to my compromised bank account, I demand a money audit trail in accordance with 12 U.S.Code § 5562(c)(10) in order to verify what has occurred with this account ending with account number 78152412 for CREDIT ACCEPTANCE CORPORATION to come back and say I did in fact owe any such alleged debt.

AFFIDAVIT OF RESPONSE FOR CEASE AND DESIST

Notice, it is a fact, that, I, agent for principal DONOVAN FAYEZOLABI, demand a statement under penalty of perjury stating that the company CREDIT ACCEPTANCE CORPORATION in fact loaned the associated debt money from their own assets in order to verify there is in fact a proof of claim of this debt. Without this I cannot verify any valid claims of alleged debts in the name of my principal obligor.

Notice, it is a fact, that, I, agent for principal DONOVAN FAYEZOLABI, demand a certified copy of the original certificate of indebtedness in order to verify the CREDIT ACCEPTANCE CORPORATION is in fact the current holder in due course there is in fact a proof of claim of this debt. Without this I cannot verify, and there cannot be any valid claims of alleged debts in the name of my principal obligor.

Notice, it is a fact, that, I, agent for principal DONOVAN FAYEZOLABI, demand a full file disclosure in accordance with 15 USC 1681g and all other documentary evidence in accordance with 15 U.S.C. 44 and all subsequent documents including any and all accounts made using my intellectual property, my signature, associated with this account, so be it. Without this I cannot verify, and there cannot be any valid claims of alleged debts in the name of my principal obligor.

Notice, it is a fact, that, I, agent for principal DONOVAN FAYEZOLABI, and affiant, has reason to believe and do so believes, without all requested documents in the affidavit herein there can be no proof of legal obligation to pay debt and CREDIT ACCEPTANCE CORPORATION would be liable for creating a false and deceptive form under 15 U.S.Code § 1692j. See Exhibit (A)

Notice, it is a Fact, that, I, agent for principal DONOVAN FAYEZ-OLABI, and affiant, demand an insurance audit trail in accordance with 12 U.S.Code § 1831n(2)(A) to verify proof of the insurance or proof of any claims associated with this account ending with account number 78152412 Without this I cannot verify, and there cannot be any valid claims of alleged insurance of any loan on the alleged debts owed in the name of my principal obligor.

Notice, it is a fact, that, I, agent for principal DONOVAN FAYEZ-OLABI, am aware that CREDIT ACCEPTANCE CORPORATION is in violation of 15 U.S.Code § 1611(3). Whoever willfully and knowingly gives false or inaccurate information or fails to comply with any requirement imposed under this subchapter shall be fined \$5000 or imprisoned up to a year. See Exhibit (D,E),

Notice, it is a fact, that, I, agent for principal DONOVAN FAYEZOLABI and affiant am aware this account is associated with an open ended consumer credit plan as described in 15 U.S.Code § 1637. I am aware this account WAS NOT balancing out every month using the funds from the trust account from my principal obligor. I demand my open ended consumer credit plan be corrected and to balance out my account every month to rectify ALL errors caused by the financial institution CREDIT ACCEPTANCE CORPORATION mismanagement of payment.

Notice, it is a fact, that, I, agent for principal DONOVAN FAYEZOLABI, am aware that CREDIT ACCEPTANCE CORPORATION is a "debt collector" here is the legal definition. Pursuant to 15 U.S.Code § 1692(a)(6), a debt collector is any person who uses instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. See Exhibit (F,G)

Notice, it is a fact, that, I, agent for principal DONOVAN FAYEZ-OLABI and affiant, has reason to believe and do so believes, Pursuant to 15 U.S.Code § 1692D(1), Pursuant to 15 U.S.Code § 1692D(2) am a victim aggravated abusive. debt collection practices that has caused physical and mental stress, harm to my reputation CREDIT ACCEPTANCE CORPORATION has knowingly used without lawful authority, means to collect a unvalidated debt see exhibit (D,E)

Notice, it is a fact, that, I, agent for principal DONOVAN FAYEZ-OLABI and affiant, has reason to believe and do so believes, Pursuant to 15 U.S.Code § 1692(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer, am a victim of deceptive, and misleading practices to collect my consumer information credit card information, open end credit plan, address, phone number, all consumer information associated with account number 78152412 by CREDIT ACCEPTANCE CORPORATION see exhibit (A,,F,G)

Notice, it is a fact, without an affidavit response with rebuttal, point for point, then I am conditionally accepting your non-reasonable response, as frivolous, and I will file fault judgement in the favor of interest of I the consumer, holder in due course, attorney, and administrator in fact.

AFFIDAVIT OF RESPONSE FOR CEASE AND DESIST

Notice, it is a fact and I, agent for principal DONOVAN FAYEZOLABI, is aware, an un rebutted affidavit stands a truth in commerce.

AFFIDAVIT OF RESPONSE FOR CEASE AND DESIST

You have 15 days from the date of delivery to respond to this notice. Should there be dishonor in the aforementioned requested documentation by way of un rebutted affidavit, failure to disclose requested documents, or failure of response, and the particular requests to rectify any fault by DONOVAN FAYEZOLABI herein, will serve as acquiescence and your agreement to a default judgment against your company for the dishonor in the negotiable instrument, bank fraud, creation of the false and deceptive form, mishandling of goods, compromising my relationship with other financial institutions and including stress caused to me in the attempt of exercising my rights in good faith. However, I do in good faith expect you to handle these matters with ordinary care to address all subject matter.


Thank you,

JURAT

Whereas, I of age, of majority, give this herein notice to all, I make a solemn oath to the one and only most high of creation only, whoever that may be, and I depose the following facts, so be it, nunc pro tunc

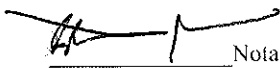
I swear to all information provided herein, I do so under the penalty of perjury that the information I so affirm to be true, correct, accurate to the best of my ability and knowledge, so be it.

On the date of 9/20, 2021, agent, DONOVAN FAYEZOLABI came before me today present as a flesh and blood living being (Non entity/non debtor) under oath to the most high of creation only and provided the facts listed herein

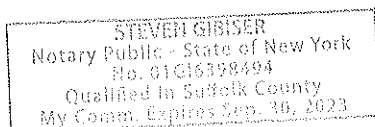


Sworn to or Affirmed by and subscribed before me on the 20th day of Sept year 2021

Notary Name



Notary Signature.



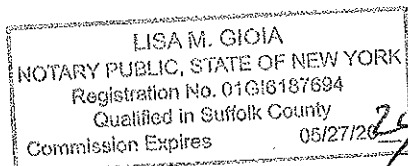
Invoice for
Federal consumer violations
Payable by check TO Donovan FayeZolabi
64 Longshore street Bay shore ny 11706
TOTAL \$278,498

BEST REGARDS

Donovan almi

Lisa M. Gioia

07/20/2021



0029696181-1

RETAIL INSTALMENT CONTRACT

ACCOUNT # 78152412

Buyer Name and Address DONOVAN E FAYEZ-OLABI 64 LONGSHORE ST BAY SHORE, NY 11706	Buyer Name and Address N/A	Creditor-Seller Name and Address LONG ISLAND AUTO FUND INC 1201 MONTAUK HWY COPIAGUE, NY 11726
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"You" and "Your" mean each Buyer above, jointly and severally "Us", and "We" mean Creditor-Seller and Creditor-Seller's assignee. You may buy the Vehicle described below for cash or credit. The cash price is shown on Page 2 as the "Cash Price". The credit price is shown below as "Total Sale Price". You have agreed to buy the Vehicle from Us on credit for the Total Sale Price. You acknowledge delivery and acceptance of the Vehicle in good condition and repair. You promise to pay Us all amounts due under this Retail Instalment Contract ("Contract"), including the Total Sale Price, in accordance with the payment schedule shown in the Truth in Lending Disclosures below. You also agree to the terms and conditions below (including the Truth in Lending Disclosures) and on the additional pages of this Contract. You agree to pay Us a credit service charge at the Annual Percentage Rate shown below. The Annual Percentage Rate may be negotiable with Us.

Used	Year and Make	Model and Body Style	Color	Vehicle Identification Number	Odometer Reading
	2003 Nissan	Maxima 4D Sedan	SILVER	JN1DA31A23T400753	110,640

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of Your credit as a yearly rate 23.99%	FINANCE CHARGE The dollar amount the credit will cost You. \$ 5,996.74	Amount Financed The amount of credit provided to You or on Your behalf. \$ 10,621.34	Total of Payments The amount You will have paid after You have made all payments as scheduled. \$ 16,618.08	Total Sale Price The total cost of Your purchase on credit, including Your down payment of \$ 3,000.00 is \$ 19,618.08
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Payment Schedule: Your payment schedule will be:

No. of Payments	Amount of Payments	When Payments Are Due
48	\$ 346.21	Monthly beginning July 25, 2014

Security: You are giving a security interest in the goods or Vehicle being purchased.

Late Charge: If a payment is more than 10 days late, You will be charged 5% of the payment.

Prepayment: If You pay off early, You may be entitled to a refund of part of the Finance Charge.

Additional Information: Please read this this Contract for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGES CAUSED TO OTHERS IS NOT INCLUDED.

PROPERTY INSURANCE: You must insure the Vehicle securing this Contract. YOU MAY PURCHASE OR PROVIDE THE INSURANCE THROUGH ANYONE YOU CHOOSE WHO IS REASONABLY ACCEPTABLE TO US. The collision coverage deductible may not exceed \$500.

ARBITRATION: This Contract contains an Arbitration Clause that states You and We may elect to resolve any dispute by arbitration and not by court action. See the Arbitration Clause on Page 5 of this Contract for the full terms and conditions of the Arbitration Clause. By initialing below, you confirm that you have read, understand and agree to the terms and conditions in the Arbitration Clause.



Buyer Initials: DFO

Buyer Initials: _____

USED CAR BUYERS GUIDE. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

ADDITIONAL TERMS AND CONDITIONS: THE ADDITIONAL TERMS AND CONDITIONS, INCLUDING THE ARBITRATION CLAUSE, SET FORTH ON THE ADDITIONAL PAGES OF THIS CONTRACT ARE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE.



Buyer's Initials: DFO

Buyer's Initials: _____

ITEMIZATION OF AMOUNT FINANCED

1	Cash Price (including accessories and improvements to the Vehicle)		\$ 10,500.00 (1)
2	Sales Tax		\$ 1,089.34 (2)
3	Down-Payment Calculation		
	Cash Down Payment	\$ 3,000.00 (A)	
	Deferred Down Payment	\$ N/A (B)	
	Trade-In Description	Gross Trade-In	\$ N/A (C)
	Make N/A		
	Model N/A	Payoff Made by Seller	\$ N/A (D)
	Net Trade-In (If negative number, Insert "0" in line 3(E) and itemize difference in 5(E) below) (C-D)	\$ 0.00 (E)	
	Total Down Payment	(A + B + E)	\$ 3,000.00 (3)
4	Unpaid Balance of Cash Price (1 + 2 less 3)		\$ 8,589.34 (4)
5	Other Charges Including Amounts Paid to Others on Your Behalf		
	*(NOTICE A portion of these charges may be paid to or retained by Us)		
A	*Cost of Required Physical Damage Insurance Paid to Insurance Company	\$ N/A (A)	
B	*Cost of Optional Extended Warranty or Service Contract Paid to the Company named below	\$ 1,630.00 (B)	
C	Cost of Fees Paid to Public Officials for Perfecting, Releasing or Satisfying a Security Interest	\$ N/A (C)	
D	Cost of Fees Paid to Public Officials for Certificate of Title, License and Registration	\$ 290.00 (D)	
	Other Charges (Seller must identify who will receive payment and describe purpose)		
E	to N/A for lien or lease payoff	\$ N/A (E)	
F	*to Administration Fee for DEALER PROCESSING FEE	\$ 75.00 (F)	
G	*to Emission Fee for EMISSION TEST FEE	\$ 37.00 (G)	
H	*to N/A for N/A	\$ N/A (H)	
I	*to N/A for N/A	\$ N/A (I)	
	Total of Other Charges and Amounts Paid to Others on Your Behalf		\$ 2,032.00 (5)
6	Less Prepaid Finance Charge		\$ N/A (6)
7	Amount Financed - Unpaid Balance (4 + 5 less 6)		\$ 10,621.34 (7)

OPTIONAL EXTENDED WARRANTY OR SERVICE CONTRACT: Although You are not required to purchase an optional extended warranty or service contract as a condition of purchasing this Vehicle on credit, by signing below You are indicating that You voluntarily elect to buy an optional extended warranty or service contract covering the repair of certain major mechanical breakdowns of the Vehicle and related expenses. Refer to the optional extended warranty or service contract for details about coverage and duration

Price \$ 1,630.00 Term 24 Mos. \ 24000 Miles Company Wynn's Extended Care, Inc.
 Buyer's Signature [Signature] Date 06/25/2014 Buyer's Signature _____ Date _____

NOTICE TO BUYER: 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this agreement. 3. Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the credit service charge. 4. According to law you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.

You agree to the terms of this Contract and acknowledge that You have received a copy of this Contract with all blanks filled in and that You have read it and understand it.

RETAIL INSTALMENT CONTRACT

Buyer's Signature x [Signature] Buyer's Signature x _____
 Seller LONG ISLAND AUTO FIND INC By: [Signature] Title AGENT

This Contract is signed by the Seller and Buyer(s) hereto this 25th day of June, 2014

NOTICE OF ASSIGNMENT: The Seller has assigned this Contract to Credit Acceptance Corporation in accordance with the terms and conditions set forth on Page 4 of this Contract. This assignment is without recourse. You must make all future payments to: CREDIT ACCEPTANCE CORPORATION, 25505 WEST TWELVE MILE ROAD, SOUTHFIELD, MICHIGAN 48034-8339, 1-(800)-634-1506.

Seller LONG ISLAND AUTO FIND INC By: [Signature] Title AGENT

0029696181-4



ADDITIONAL TERMS AND CONDITIONS (cont.)

Starter Interruption Device and GPS. You understand and agree that if You are in default, We may use any starter interruption device and/or global positioning system (collectively, the Device) installed on the Vehicle to prevent the Vehicle from starting and/or to locate the Vehicle when permissible law and the terms of this Contract allow Us to repossess the Vehicle. You agree that if the Vehicle is disabled, You will need to cure Your default in order to restart the Vehicle. You acknowledge that You have been provided with a toll free telephone number that You may call, no more than once per month, if the Vehicle is disabled but You need an emergency activation which will allow the Vehicle to operate for 24 hours. Refer to the terms and conditions of the Buyer's Disclosure for additional information on the Device.

Repossession of the Vehicle. If You default, We may take (repossess) the Vehicle from You. To repossess the Vehicle, We can enter Your property, or the property where the Vehicle is stored, so long as it is done peacefully and the law allows it. Any accessories, equipment or replacements will remain with the Vehicle. You hereby acknowledge and agree that any personal property contained within the Vehicle may be removed and held without liability to Us or our agent. It is Your responsibility to promptly and immediately contact Us to make arrangements for the return of Your personal property. You are responsible for paying all reasonable charges associated with the repossession.

Getting the Vehicle Back After Repossession. If We repossess the Vehicle, You have the right to get it back (redeem). If We repossess the Vehicle solely as a result of Your failure to make a payment when it is due, You have the right to redeem the Vehicle by only paying all amounts past due including late charges and any expenses We incurred in retaking, holding, storing and preparing the Vehicle for sale. Your right to redeem the Vehicle ends when We sell, lease, license or otherwise dispose of any or all of the Vehicle in its present condition or following any commercially reasonable preparation or processing.

Sale of the Repossessed Vehicle. Any notice that is required to be given to You of an intended sale or transfer of the Vehicle will be mailed to Your last known address, as reflected in our records, in a reasonable period before the date of the intended sale or transfer (or such other period of time as is required by law). If the Vehicle is sold, We will use the net proceeds of the sale to pay all or part of Your debt.

The net proceeds of the sale will be figured this way: Any charges for taking, holding, preparing for sale, processing and selling the Vehicle, and any attorney fees and court costs, if permitted by law, will be subtracted from the selling price.

If You owe Us less than the net proceeds of sale, We will pay You the difference, unless We are required to pay it to someone else. For example, We may be required to pay a lender who has given You a loan and has also taken a security interest in the Vehicle.

If You owe more than the net proceeds of sale, You will pay Us the difference between the net proceeds of sale and what You owe when We ask for it. If You do not pay this amount when asked, You may also be charged interest at the highest lawful rate until You do pay all You owe to Us.

WARRANTIES SELLER DISCLAIMS. YOU UNDERSTAND THAT THE SELLER IS NOT OFFERING ANY WARRANTIES AND THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED BY THE SELLER, COVERING THE VEHICLE UNLESS THE SELLER EXTENDS A WRITTEN WARRANTY OR SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT.

THIS PROVISION DOES NOT AFFECT ANY WARRANTIES COVERING THE VEHICLE THAT MAY BE PROVIDED BY THE VEHICLE MANUFACTURER OR ANY WARRANTIES REQUIRED BY LAW, E.G. LEMON LAWS.

Collection Costs. If We hire an attorney to collect what You owe and the attorney is not our salaried employee, You will pay the attorney's fees not exceeding 15% of the amount due and payable under the Contract, and any court costs as permitted by law.

Delay in Enforcing Rights and Changes of this Contract. We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, We can extend the time for making some payments without extending others. Any change in the terms of this Contract must be in writing and signed by Us. No oral changes are binding. If any part of this Contract is not valid, all other parts will remain enforceable.

Interest After Maturity. You further agree to pay Us a credit service charge at the Annual Percentage Rate stated on Page 1 of this Contract or at the highest rate permitted by applicable law, on any amounts that remain unpaid after maturity of this Contract. For the purposes of this provision, maturity means the earlier of the date Your final payment is due or the date We accelerate the Contract.

Judgment Rate. Interest on any judgment awarded on this Contract will be at 9% or at the highest rate permitted by applicable law.

Governing Law. The terms of this Contract are governed by the law of the state of the Seller's address shown on Page 1 of this Contract, except to the extent preempted by applicable federal law.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ASSIGNMENT

FOR VALUE RECEIVED, Seller hereby assigns and transfers all Seller's right, title and interest in and to this Contract, and in and to the Vehicle described herein, to CREDIT ACCEPTANCE CORPORATION ("Assignee"), its successors and assigns, pursuant to and in accordance with the terms and conditions set forth in the existing dealer agreement between Seller and Assignee in effect on the date hereof. Seller gives Assignee full power, either in Assignee's name or in Seller's name, to take all actions which Seller could have taken under this Contract. In order to induce Assignee to accept assignment of this Contract, Seller represents and warrants to Assignee as set forth in the existing dealer agreement.

Buyer's Initials DFO

Buyer's Initials _____

Exhibit D

Your Potentially Negative Account Activity (Continued)

	Jun21	May21	Apr21	Mar21	Feb21	Jan21	Dec20	Nov20	Oct20
Account Balance	\$141	\$141	\$347	\$353	\$308	\$259	\$200	\$0	\$166
Date Payment Received	04.13.21	04.13.21	04.13.21	01.14.21	01.14.21	01.14.21	11.16.20	11.16.20	No Data
Scheduled Payment Amount	No Data	No Data	\$81	\$147	\$103	\$40	\$25	\$0	\$35
Actual Amount Paid	No Data	No Data	\$50	No Data	No Data	No Data	No Data	\$166	No Data

Between Oct 2020 and Jun 2021, your credit limit/high balance was \$250

CAPITAL ONE Partial Acct # 517805776923....
 PO BOX 31293 SALT LAKE CITY UT 84131; (800) 955 7070

Status (Jun 2021) Open, \$25 past due as of Jun 2021.

Date opened
Oct 2020

Terms
Not reported

Recent balance
\$242 as of Jun 2021

Payment history: Oct 2020 - Jun 2021

Address ID #
0024142904

Monthly payment
\$46

By Feb 2028, this account is scheduled to go to a positive status.

Type
Credit card

Credit limit or original amount
\$200

Responsibility
Individual

High balance
\$242

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
 2021 OK OK OK OK OK
 2020 OK OK OK

	May21	Apr21	Mar21	Feb21	Jan21	Dec20	Nov20
Account Balance	\$199	\$170	\$221	\$135	\$203	\$198	\$217
Date Payment Received	Apr01	Apr01	Feb02	Feb02	Jan12	Nov16	No Data
Scheduled Payment	\$31	\$25	\$31	\$25	\$25	\$25	\$31
Actual Amount Paid	No Data	No Data	No Data	No Data	No Data	No Data	No Data

Between Nov 2020 and May 2021, your credit limit/high balance was \$200.

CREDIT ACCEPTANCE CORPORATION Partial Acct # 7815....
 PO BOX 5070 SOUTHFIELD MI 48086; (800) 634 1506

Status (Sep 2020) Paid, Closed.

Date opened
Jun 2014

Terms
48 Months

Recent balance
Not reported

Payment history: Jul 2014 - Sep 2020

Address ID #
0024142904

Monthly payment
Not reported

This item was updated from our processing of your dispute in Jun 2021.

Type
Auto Loan

Credit limit or original amount
\$10,621

Responsibility
Individual

High balance
Not reported

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
 2020 OK OK OK OK OK OK OK OK OK OK OK OK
 2019 OK OK OK OK OK OK OK OK OK OK OK OK
 2018 OK OK OK OK OK OK OK OK OK OK OK OK
 2017 OK OK OK OK OK OK OK OK OK OK OK OK
 2016 OK OK OK OK OK OK OK OK OK OK OK OK
 2015 OK OK OK OK OK OK OK OK OK OK OK OK
 2014 OK OK OK OK OK OK OK OK OK OK OK OK

Your statement "Y ITEM DISPUTED BY CONSUMER"

	Aug20	Jul20	Jun20	May20	Apr20	Mar20	Feb20	Jan20	Dec19	Nov19	Oct19	Sep19	Aug19	Jul19
Account Balance	\$6,156	\$6,132	\$6,108	\$6,084	\$6,078	\$3,197	\$3,197	\$3,197	\$3,197	\$3,197	\$3,197	\$3,197	\$3,197	\$3,197
Date Payment Received	03.23.16	03.23.16	03.23.16	03.23.16	03.23.16	03.23.16	03.23.16	03.23.16	03.23.16	03.23.16	03.23.16	03.23.16	03.23.16	03.23.16
Scheduled Payment Amount	\$0	\$0	\$0	\$0	\$0	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data
Actual Amount Paid	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data	No Data

The original amount of this account was \$10,621

CREDIT ONE BANK Partial Acct # 444796252772....
 PO BOX 98875 LAS VEGAS NV 89193; (877) 825 3242

Status (Jun 2021) Closed, \$150 past due as of Jul 2021.

Date opened
Nov 2020

Terms
Not reported

Recent balance
\$520 as of Jul 2021

Payment history: Dec 2020 - Jul 2021

Address ID #
0024142904

Monthly payment
\$30

Comment:
Account closed at credit grantor's request.

Type
Credit card

Credit limit or original amount
\$300

Responsibility
Individual

High balance
\$520

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
 2021 OK OK OK
 2020 OK

	Jun21	May21	Apr21	Mar21	Feb21	Jan21	Dec20
Account Balance	\$472	\$425	\$379	\$330	\$216	\$263	\$228
Date Payment Received	Feb03	Feb03	Feb03	Feb03	Feb03	No Data	No Data
Scheduled Payment	\$30	\$30	\$30	\$30	\$30	\$30	\$30
Actual Amount Paid	No Data	No Data	No Data	No Data	\$180	No Data	No Data

Between Dec 2020 and Jun 2021, your credit limit/high balance was \$300.

Your statement "Y ITEM DISPUTED BY CONSUMER"

Comment History

Account closed at credit grantor's request, Jun 2021

95620000 1 00 1561012P000000330 2007-0000 95660 95220000

Exhibit E

Status - Charge Off, Type of Account - Revolving, Type of Loan - Credit Card, Whose Account - Individual Account, ADDITIONAL INFORMATION - Charged Off Account, Credit Card.

Account History with Status Codes 06/2021 05/2021 04/2021 03/2021 02/2021
L 3 2 2 1

Historical Account Information

Balance	Scheduled Payment Amount	Actual Payment Amount	Date of Last Payment	High Credit	Credit Limit	Amount Past Due	Type of Loan	Activity Designator
06/21 \$ 141			04/01/2021		\$ 250	\$ 141	Credit Card	
05/21 \$ 391	\$ 44		04/01/2021	\$ 391	\$ 250	\$ 347	Credit Card	Closed
04/21 \$ 347	\$ 81	\$ 50	04/01/2021	\$ 353	\$ 250	\$ 265	Credit Card	
03/21 \$ 353	\$ 147		01/01/2021	\$ 353	\$ 250	\$ 168	Credit Card	
02/21 \$ 308	\$ 103		01/01/2021	\$ 308	\$ 250	\$ 65	Credit Card	
01/21 \$ 259	\$ 40		01/01/2021	\$ 259	\$ 250		Credit Card	
12/20 \$ 200	\$ 25		11/01/2020	\$ 200	\$ 250		Credit Card	
11/20 \$ 0		\$ 166	11/01/2020	\$ 166	\$ 250		Credit Card	
10/20 \$ 166	\$ 35			\$ 166	\$ 250		Credit Card	

CREDIT ACCEPTANCE CORPORATION 28506 W 12 MILE RD SOUTHFIELD MI 48034-1846 : 8007297633

Account Number: 7815* Date Opened: 06/25/2014 High Credit: \$ 10,621 Credit Limit: Terms Duration: Monthly Terms Frequency: 71 Months Revd: Activity Designator: Creditor Classification:

Date of Last Reported Update	Balance Amount	Amount Past Due	Date of Last Payment	Actual Payment Amount	Scheduled Payment Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj Del 1st Reported	Charge Off Amount	Deferred Pay Start Date	Balance Pay Amount	Balance Pay Date	Date Closed
06/28/2021	\$ 0		09/2020	\$ 200		07/2015							09/2020

Status - Over 120 Days Past Due, Type of Account - Installment, Type of Loan - Auto, Whose Account - Individual Account, ADDITIONAL INFORMATION - Consumer Disputes This Account, A Temporary Update Freeze On File.

Account History with Status Codes

Each month violation

15 USC 1692b

06/2020 07/2020 08/2020 09/2020 10/2020 11/2020 12/2020 01/2021 02/2021 03/2021 04/2021 05/2021 06/2021 07/2021 08/2021 09/2021 10/2021 11/2021 12/2021 01/2022 02/2022 03/2022 04/2022 05/2022 06/2022 07/2022 08/2022 09/2022 10/2022 11/2022 12/2022 01/2023 02/2023 03/2023 04/2023 05/2023 06/2023 07/2023 08/2023 09/2023 10/2023 11/2023 12/2023 01/2024 02/2024 03/2024 04/2024 05/2024 06/2024 07/2024 08/2024 09/2024 10/2024 11/2024 12/2024 01/2025 02/2025 03/2025 04/2025 05/2025 06/2025 07/2025 08/2025 09/2025 10/2025 11/2025 12/2025 01/2026 02/2026 03/2026 04/2026 05/2026 06/2026 07/2026 08/2026 09/2026 10/2026 11/2026 12/2026 01/2027 02/2027 03/2027 04/2027 05/2027 06/2027 07/2027 08/2027 09/2027 10/2027 11/2027 12/2027 01/2028 02/2028 03/2028 04/2028 05/2028 06/2028 07/2028 08/2028 09/2028 10/2028 11/2028 12/2028 01/2029 02/2029 03/2029 04/2029 05/2029 06/2029 07/2029 08/2029 09/2029 10/2029 11/2029 12/2029 01/2030 02/2030 03/2030 04/2030 05/2030 06/2030 07/2030 08/2030 09/2030 10/2030 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creditacceptance.com

DONOVAN FAYEZ-OLABI

09/10/2021

Account: 78152412

Initial Balance: 06/25/2014 \$ 16,618.08

Payment History						
Date	Reference	Description	Sub Type	Amount	Past Due	Balance
09/24/2020		WAIVE INTEREST		-2,796.19	0.00	0.00
09/24/2020		WAIVE ADVANCE/PRINCIPAL		-3,197.52		
09/24/2020	1143222902	DIRECT PAYMENT	PAYMENTUS WEB DEBIT CARD	-200.00	5,993.71	5,993.71
09/24/2020		INTEREST CHARGE		137.18		
04/18/2020		SYNC PROCESS AT MIGRATION TO OFSLL			6,068.35	6,056.53
04/18/2020	AIN T	INTEREST CHARGE		2,859.01	0.00	0.00
04/07/2016	LTF 03/07/16	TRANSACTION CORRECTION		-17.31	3,197.52	3,197.52
03/29/2016	NY GAP ADJ	CREDIT ADJUSTMENT		-4,679.42	3,214.83	3,214.83
03/23/2016	616725721	INSURANCE PAYMENT	Vehicle	-2,205.85	7,894.25	7,894.25
03/23/2016		FINANCE CHARGE REBATE		-2,096.44	2,882.72	10,100.10
03/23/2016		VSC CANCELLATION		-380.06	2,882.72	12,196.54
03/07/2016		LATE FEE		17.31	2,882.72	12,576.60
02/05/2016		LATE FEE		17.31	2,519.20	12,559.29
01/05/2016		LATE FEE		17.31	2,155.68	12,541.98
12/06/2015		LATE FEE		17.31	1,792.16	12,524.67
11/05/2015		LATE FEE		17.31	1,428.64	12,507.36
10/06/2015		LATE FEE		17.31	1,065.12	12,490.05
10/02/2015	78152412	REPOSSESSION COST		250.00	1,047.81	12,472.74
10/02/2015	RRP PPD~78152412~648780~648783 10/01/15	TRANSACTION CORRECTION		-250.00	797.81	12,222.74
10/01/2015	PPD~78152412~648780~648783	REPOSSESSION COST		250.00	1,047.81	12,472.74
10/01/2015	25156595	DIRECT PAYMENT	WU COLLECTOR DEBIT CARD	-1,000.00	797.81	12,222.74
09/05/2015		LATE FEE		17.31	1,451.60	13,222.74
08/05/2015		LATE FEE		17.31	1,088.08	13,205.43
07/06/2015		LATE FEE		17.31	724.56	13,188.12
06/05/2015		LATE FEE		17.31	361.04	13,170.81
05/16/2015	22932446	DIRECT PAYMENT	WU WEB DEBIT CARD	-363.52	0.00	13,153.50
05/06/2015		LATE FEE		17.31	361.04	13,517.02
04/10/2015	22355073	DIRECT PAYMENT	WU WEB DEBIT CARD	-366.00	0.00	13,499.71
04/05/2015		LATE FEE		17.31	363.52	13,865.71
03/17/2015	21980815	DIRECT PAYMENT	WU WEB DEBIT CARD	-363.52	0.00	13,848.40

Date	Account Number	Description	Debit	Credit	Balance
03/08/2015		LATE FEE	17.31	363.52	14,211.92
02/16/2015	21503644	DIRECT PAYMENT WU WEB DEBIT CARD	-363.52	0.00	14,194.61
02/05/2015		LATE FEE	17.31	363.52	14,558.13
01/21/2015	RRP PPD~78152412~407881~407884 01/20/15	TRANSACTION CORRECTION	-250.00	0.00	14,540.82
01/21/2015	78152412	REPOSSESSION COST	250.00	250.00	14,790.82
01/20/2015	PPD~78152412~407881~407884	REPOSSESSION COST	250.00	0.00	14,540.82
01/20/2015	21074927	DIRECT PAYMENT WU COLLECTOR DEBIT CARD	-613.52	0.00	14,290.82
01/05/2015		LATE FEE	17.31	363.52	14,904.34
12/24/2014	20685066	DIRECT PAYMENT WU WEB DEBIT CARD	-363.52	0.00	14,887.03
12/06/2014		LATE FEE	17.31	363.52	15,250.55
10/28/2014	19849608	DIRECT PAYMENT WU COLLECTOR DEBIT CARD	-709.94	0.00	15,233.24
10/06/2014		LATE FEE	17.31	363.73	15,943.18
08/26/2014	18926162	DIRECT PAYMENT WU WEB DEBIT CARD	-346.21	0.21	15,925.87
07/25/2014	18495239	DIRECT PAYMENT WU WEB DEBIT CARD	-346.00	0.00	16,272.08

If your account is involved in a Chapter 13 bankruptcy, this Payment History may not be the same as that under your Chapter 13 plan, which is administered by your Chapter 13 trustee. You should contact your trustee for your plan balance and any payments made under the plan.



December 8, 2020

Via CFPB Portal

Donovan Fayeze-Olabi
64 Longshore St
Bay Shore, NY 11706

RE: CFPB Case No. 201118-5697612
Credit Acceptance Account No. 78152412

Dear Mr. Fayeze-Olabi:

On December 2, 2020 Credit Acceptance received your complaint submitted to the Consumer Financial Protection Bureau. On December 4, 2020 and December 8, 2020, I attempted to contact you to discuss this matter further, but was unable to reach you. Credit Acceptance understood the issue in your complaint to be: did Credit Acceptance inquire into your credit on July 8, 2020?

As to your issue, no, Credit Acceptance did not inquire into your credit on July 8, 2020. Although in your complaint you are requesting that you would like all inquiries to stop reporting on your credit report, our investigation revealed that Credit Acceptance has not inquired on your credit since August 5 2019, when you applied for credit with a dealer, RMB Auto Sales Corporation in Copiague, NY, granting us permissible purpose to obtain your credit information. The address, date of birth, and last four of the social security number provided at the time of application, match the date of birth, last four of the social security number, and address listed on your complaint. Our investigation also revealed that Credit Acceptance inquired on your credit on June 25, 2014 when you first applied for your vehicle. Thus, we are unable to remove the inquiry from your credit report.

If you need additional assistance, feel our response to the complaint is incomplete, or have additional information you would like us to consider, please contact me at 855-862-5100. Otherwise, Credit Acceptance will consider this matter closed.

Respectfully Yours,

Julia Clark
Julia Clark
Legal Assistant
Regulatory Compliance

25505 West Twelve Mile Road
Southfield, Michigan 48034
(855) 862-5100 Phone



February 23, 2021

Via CFPB Portal

Donovan Faye-Olabi
64 Longshore St.
Bay Shore, NY 11706

RE: February 8, 2021 CFPB Case No. 210208-6038116
Credit Acceptance Account No. 78152412

Dear Mr. Faye-Olabi,

I'm happy to address the concern raised in your complaint, namely that your Credit Acceptance account is paid off, but continues to be reflected on your credit report.

As a furnisher under the federal Fair Credit Reporting Act, Credit Acceptance takes its obligation to accurately report your information to the credit bureaus seriously. As of September 24, 2020, your account is closed. Review of our records confirms the Company accurately reported your account to the credit bureaus (as "paid or closed account/zero balance" with a payment rating of "180 days or more past the due date," as of September 25, 2020). This is consistent with your payment history, a copy of which is attached. Although your account with Credit Acceptance is closed and we are no longer actively reporting, the credit bureaus may report your account information for seven years from the date your account first become delinquent, which is July 25, 2015. That time has not yet expired.

It is our sincere hope that we have resolved your concerns and this letter finds you and your loved ones safe and healthy. Please reach out to my legal assistant, Julia Clark, at (855) 862-5100, with any questions.

Respectfully Yours,

A handwritten signature in cursive script that reads "Amy L. Kubacki".

Amy Kubacki
Associate Staff Attorney,
Compliance

Enclosure

25505 West Twelve Mile Road
Southfield, Michigan 48034
(855) 862-5100 Phone
(855) 747-6566 Fax



April 13, 2021

Via CFPB Portal

Donovan Fayezolabi
64 Longshore Street
Bay Shore, NY 11706

RE: March 30, 2021 CFPB Complaint - Case No. 210325-6301327
Credit Acceptance Account No. 78152412

Dear Donovan Fayezolabi:

Thank you for reaching out to us with your concerns regarding your account. My Legal Assistant, Zipporah attempted to reach you by telephone, but she was unable to speak with you. Based on my review of your complaint, I understand you have concerns as to whether Credit Acceptance is reporting accurate information to the credit bureaus regarding your account. I hope this letter will address your concerns.

As a furnisher under the Fair Credit Reporting Act, Credit Acceptance takes its obligation to accurately report your information to the credit bureaus seriously. I see that your account was closed on September 24, 2020 and we reported your account as "paid or closed account/zero balance" with a payment rating of "180 days or more past the due date" on September 25, 2020. In reviewing your account payment history, you were at least 180-days past due from January 2016 until your account was closed in September 2020. Accordingly, we are accurately reporting your account to the major credit bureaus. Although your account with Credit Acceptance is closed and we are no longer actively reporting, the credit bureaus may report your account information for seven years from the date your account first became delinquent, which is July 25, 2015. That has time has not yet expired.

It is our sincere hope that we have addressed your concerns. If you have any further questions about your complaint, you may contact Zipporah directly at 855-862-5100.

Respectfully Yours,

Jonathan Meyers

Jonathan Meyers
Staff Attorney
Regulatory Compliance

Enclosure

25505 West Twelve Mile Road
Southfield, Michigan 48034
www.creditacceptance.com
(855) 862-5100 Phone



August 13, 2021

Via CFPB Portal

Donovan Fayezolabi
64 Longshore Street
Bay Shore, NY 11706

RE: July 31, 2021 CFPB Complaint - Case No. 210731-7010767
Credit Acceptance Account No. 78152412

Dear Mr. Fayezolabi:

Thank you for reaching out to us with your concerns regarding your account. My Legal Assistant, Zipporah, attempted to reach you by telephone, but she was unable to speak with you. Nevertheless, I hope this letter will address your concerns.

Having reviewed your complaint, we are confused by your allegations and request clarification. It is unclear what you mean when you state that the Company used abusive and misleading acts to collect on a debt that was paid in full and improperly used your SSN. Nor is it clear what you mean when you state we violated several statutes. I confirmed that we already responded to certain concerns you previously raised and we are unable to remove the inquiries on your credit report as they are valid, and we are unable to make any changes to how we report your account to the credit bureaus, as we are reporting accurately. Your account is closed – its possible removal from your credit report will be dependent upon the policies and procedures of the individual credit bureaus. For more detail, please see our previous letter, which I enclose for your file.

I do see you have raised concerns regarding the lawfulness of the interest rate charged in your retail installment contract. Having reviewed your contract, I can confirm that the stated rate was lawful, negotiable, and that you agreed to the terms of your contract voluntarily.

If you would like to provide supplemental information or documentation to clarify the concerns raised in your complaint, we are happy to review that additional information, but our investigation does not support your contention that Credit Acceptance acted inappropriately or violated any laws.

It is our sincere hope that we have addressed your concerns. If you have any further questions about your complaint, you may contact Zipporah directly at 855-862-5100. Thank you for being a Credit Acceptance customer!

Respectfully Yours,

Brad Muller

Bradford W. Muller
Staff Attorney
Compliance Department

Enclosures

25505 West Twelve Mile Road
Southfield, Michigan 48034
www.creditacceptance.com
(855) 862-5100 Phone



September 10, 2021

Via First Class Mail and CFPB Portal

Donovan Fayeze-Olabi
64 Longshore St
Bay Shore, NY 11706

RE: August 26, 2021 CFPB Case No. 210826-7155344
Credit Acceptance Account No. 78152412

Dear Mr. Fayeze-Olabi:

Thank you for your feedback and thank you for speaking with Julia, a Credit Acceptance legal assistant. I understand you have questions about your account and how we reported your account to the Credit Reporting agencies. You further confirmed with Julia that you are not seeking debt validation. We appreciate the opportunity to address your concerns.

Our records indicate that we last reported this account on September 25, 2020 as "Paid or closed account/zero balance" with a date of first deficiency of July 25, 2015 with a closed date of September 24, 2020. I have enclosed your payment history for your reference. As we are reporting accurately, we are unable to remove the inquiries on your credit report and we are unable to make any changes to how we report your account to the credit bureaus. Your account is closed – its possible removal from your credit report will be dependent upon the policies and procedures of the individual credit bureaus. For more detail, please see our previous letters, which I enclose for your file.

Regarding your Social Security Number ("SSN"), your SSN is an important piece of identification that you need – for example – to receive certain government benefits. I can assure you Credit Acceptance did not improperly utilize your SSN, or your Social Security Card. To the extent you voluntarily provided your SSN to Credit Acceptance, that was for the purpose of running a credit check to determine your creditworthiness, as well as to confirm your identity. The Social Security Card itself has no ability to be "charged" like a credit card. If you would like more information about your SSN or the Social Security Card itself, we suggest that you reach out to your local Social Security office.

It is our sincere hope that we have addressed your concerns. If you have any additional questions or would like to discuss further, please contact Julia at 855-862-5100.

Respectfully Yours,

Sarah Firmschild

Sarah Firmschild
Staff Attorney
Regulatory Compliance

25505 West Twelve Mile Road
Southfield, Michigan 48034
(855) 862-5100 Phone
(855) 747-6566 Fax

STATEMENT FROM ORIGINAL CREDITOR

**According to 28 usc 3002 15 United states is a federal corporation
The reason i say this is because UNITED STATES**

(d)The term "organization" means a corporation, government or governmental subdivision or agency, trust, estate, partnership, cooperative, or association.

Which defined under 15 usc 1602 (e)The term "person" means a natural person or an organization. The organization that i am referring to is the UNITED STATES

**Which is also the issuer of my credit card under 15 USC 1602 (o)
The term "card issuer" means any person who issues a credit card, or the agent of such person with respect to such card. The United States is the issuer of my credit card which is my social security card**

The definition of a credit card under 15 USC 1602 (i)"credit card" means any card, plate, coupon book or other credit device existing for the purpose of obtaining money, property, labor, or services on credit.

Notice how congress said ANY CARD .

The credit card Iam referring to is my social security card.

The definition of the creditor under 15 usc 1602 (g)The term "creditor" refers only to a person who both (1) regularly extends, whether in connection with loans, sales of property or services, or otherwise, consumer credit transaction which is payable by agreement in more than four installments or for which the payment of a finance charge is or may be required, and (2) is the person to whom the debt arising from the consumer credit transaction is initially payable on the face of the evidence of indebtedness or, if there is no such evidence of indebtedness, by agreement. Notwithstanding the preceding sentence, in the case of an open-end credit plan involving a credit card,

Which is explaining in the previous sentence the creditor in all CREDIT TRANSACTIONS can ONLY be the PERSON who BOTH regularly extends credit for "loans, sales of property or services OR ANY CONSUMER CREDIT payable by four or more installments or where a finance charge is required AND TO THE PERSON to whom the debt is arising from the consumer credit transaction is initially payable on the face of the evidence of indebtedness or of there is no such evidence of indebtedness, So Which is explaining me THE NATURAL PERSON DONOVAN FAYEZOLABI EXTENDED HIS CREDIT TO CREATE ALL CREDIT TRANSACTIONS WHICH IS ISSUED BY THE US GOVERNMENT WHICH IS KNOWN AS A SOCIAL SECURITY CARD

"which defined under 1602 (e)The term "person" means a natural person or an organization" Is the "person i am referring too as original creditor of the service ,property ,labor that is obtained by "credit" or "credit card" which was my social security card,

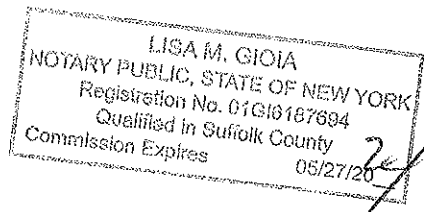
The definition of open end credit plan under - 1602 (j)The terms "open end credit plan" and "open end consumer credit plan" mean a plan under which the creditor reasonably contemplates repeated transactions, which prescribes the terms of such transactions, and which provides for a finance charge which may be computed from time to time on the outstanding unpaid balance. A credit plan or open end consumer credit plan which is an open end credit plan or open end consumer credit plan within the meaning of the preceding sentence is an open end credit plan or open end consumer credit plan even if credit information is verified from time to time.

Congress explains that a Open end credit plan and open end consumer credit plan is a defined as where A CREDITOR CONTEMPLATES REPEATED TRANSACTIONS whis is a social security card which the Name on the social security card is the original creditor of each credit transaction that it is used for EACH CREDIT TRANSACTIONS TO obtain property labor or services or loans using the social security card

**The Consumer credit transaction i am referring to" ACCOUNTS ON
CONSUMER REPORT**

- CREDIT ACCEPTANCE CORPORATION account number 7815*

Heaven alman
Lisa M. Gioia
07/30/2021



DONOVAN FAYEZOLABI

64 LONGSHORE STREET
BAYSHORE NY

REQUEST OF PAYMENT AND UPDATE ACCOUNT INFORMATION

DEAR CREDIT ACCEPTANCE CORPORATION

15 U.S. Code § 1605 - Determination of finance charge

(a) "Finance charge" defined

Except as otherwise provided in this section, the amount of the finance charge in connection with any consumer credit transaction shall be determined as the sum of all charges, payable directly or indirectly by the person to whom the credit is extended, and imposed directly or indirectly by the creditor as an incident to the extension of credit. The finance charge does not include charges of a type payable in a comparable cash transaction. The finance charge shall not include fees and amounts imposed by third party closing agents (including settlement agents, attorneys, and escrow and title companies) if the creditor does not require the imposition of the charges or the services provided and does not retain the charges.

THE first sentences explains as a finance charge is the sum of all charges on a consumer credit transactions meaning there are no more charges due, further into the definition is says a finance charge is payable by the person who credit is extended, which the finance charge was charged onto my credit card which is my social security card

As stated the finance charge shall not include fees and amounts imposed by third party closing agents

Which i will be invoking my federal consumer rights to receive all payments made on this account

Pursuant to 15 usc 1692h If any consumer owes multiple debts and makes any single payment to any debt collector with respect to such debts, such debt collector may not apply such payment to any debt which is disputed by the consumer and, where applicable, shall apply such payment in accordance with the consumer's directions.

All payments were made in full using my social security card which is a credit card defined under 15 usc **1602 (i)** "credit card" means any card, plate, coupon book or other credit device existing for the purpose of obtaining money, property, labor, or services on credit.

I AM DEMANDING YOU UPDATE MY EXPERIAN TRANSUNION AND EQUIFAX CONSUMER REPORT STATING PAID IN FULL WITH POSITIVE MONTH TO MONTH STATEMENTS FOR START DATE ON ACCOUNT

CREDIT ACCEPTANCE PURSUANT TO 15 U.S. Code § 1692g - Validation of debts (A), CREDIT ACCEPTANCE NEVER GAVE ME THE OPPORTUNITY TO DISPUTE OR VALIDATE THIS DEBT

Pursuant to 15 usc 1692d A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

- (1)** The use or threat of use of violence or other criminal means to harm the physical person, reputation, or property of any person.
- (2)** The use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader.

Please see exhibit D and exhibit E for violations

DEAR CREDIT ACCEPTANCE CORPORATION

CASE NUMBER 210731-7010767

CREDIT ACCEPTANCE ACCOUNT 78152412

YOU ASKED FOR MORE INFORMATION EXPLAINING HOW YOU HAVE VIOLATED MY
CONSUMER RIGHTS THROUGHOUT THE YEARS

I RECEIVED A RESPONSE TO MY REQUEST OF FEDERAL CONSUMER VIOLATIONS
REMEDY INVOICE

I STATED MY SOCIAL SECURITY CARD IS A CREDIT CARD UNDER FEDERAL LAW ,
UNDER 15 USC 1602 (I)The term "credit card" means any card, plate, coupon
book or other credit device existing for the purpose of obtaining money,
property, labor, or services on credit.

YOU ARE IN VIOLATION 15 USC 1606 (2) in the case of any extension of credit
under an open end credit plan, as the quotient (expressed as a percentage)
of the total finance charge for the period to which it relates divided by the
amount upon which the finance charge for that period is based, multiplied by
the number of such periods in a year. THE ANNUAL PERCENTAGE RATE
UNDER A OPEN END CREDIT PLAN SHOULD NOT BE CHARGED INTEREST
FEES. THE DEFINITION OF OPEN END CREDIT PLAN UNDER 15 USC 1602 (J)
The terms "open end credit plan" and "open end consumer credit plan" mean
a plan under which the creditor reasonably contemplates repeated
transactions, which prescribes the terms of such transactions, and which
provides for a finance charge which may be computed from time to time on
the outstanding unpaid balance. A credit plan or open end consumer credit
plan which is an open end credit plan or open end consumer credit plan
within the meaning of the preceding sentence is an open end credit plan or
open end consumer credit plan even if credit information is verified from
time to time. WHICH CONGRESS IS EXPLAINING ANY TRANSACTION USED A
SOCIAL SECURITY CARD AKA CREDIT CARD IS A OPEN END CREDIT PLAN

FINANCE CHARGE WHICH IS DEFINED UNDER 15 USC 1605 (a)"Finance charge"
defined

Except as otherwise provided in this section, the amount of the finance charge in connection with any consumer credit transaction shall be determined as the sum of all charges, payable directly or indirectly by the person to whom the credit is extended, and imposed directly or indirectly by the creditor as an incident to the extension of credit. The finance charge does not include charges of a type payable in a comparable cash transaction.

WHICH MEANS THE FINANCE CHARGE IS THE SUM OF ALL CHARGES, MEANING THE LAST PAYABLE TRANSACTION, WHICH ALSO STATES THE FINANCE CHARGE DOES ENOUGH PAYABLE CASH TRANSACTIONS,

WHICH MEANS I CAN NOT PAY CASH OR LIKE PAYMENTS ON THE FINANCE CHARGE, BECAUSE THE FINANCE CHARGE DOESN'T HAVE A NEGATIVE BALANCE ON IT YOU STATING THAT I OWE A FINANCE CHARGE OF \$5,9996.74 IS A MISREPRESENTATION OF DEBT UNDER 15 USC 1692 E (2) (A)

IN THE CONTRACT YOU PROVIDED IT STATES AMOUNT FINANCED IS 10,621.34 WHICH AS WELL DOESN'T COME WITH A NEGATIVE BALANCE BECAUSE MY SOCIAL SECURITY CARD WAS CHARGED AND THE VEHICLE 2003 NISSAN MAXIMA WAS PAID IN FULL, AS WELL AS WILL BE CHARGED A FINANCE CHARGE OF \$5,9996.74

BECAUSE YOU ARE COLLECTING AN ALLEGED DEBT FROM AS THE RECEIPTS OF TRANSACTION ON THE ACCOUNT HAS SHOWN YOU COLLECTED MULTIPLE AMOUNTS FROM ME THE CONSUMER. WHICH YOUR COMPANY DID NOT GIVE ME THE WRITTEN INSTRUCTIONS TO COLLECT THIS ALLEGED DEBT UNDER 15 USC 1692 G (A). YOUR COMPANY CREDIT ACCEPTANCE CORPORATIONS IS IN FACT ACTING AS A DEBT COLLECTOR WHICH IS DEFINED UNDER 15 USC 1692A (6) The term "debt collector" means any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.

BECAUSE YOU HAVE REPORTED NEGATIVE REMARKS ON MY CONSUMER REPORTS AS YOU STATED TO BE VERIFIED FOR EXAMPLE "LATE PAYMENT" "30 DAYS" "60 DAYS" "COLLECTION" "PAST DUE" "CHARGED OFF"

IS A VIOLATION OF 15 USC 1692D (1) The use or threat of use of violence or other criminal means to harm the physical person, reputation, or property of any person.

AND VIOLATION FOR 15 USC 1692D (2)

(2) The use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader.

YOU ARE ALSO IN VIOLATION OF 15 USC 1692E (8) Communicating or threatening to communicate to any person credit information which is known or which should be known to be false, including the failure to communicate that a disputed debt is disputed.

For a total for 72 month on each consumer report WHICH I PROVIDED IN THE PREVIOUS COMPLAINT . Under exclusion from consumer report 15 usc 1681a **(2)Exclusions.**—Except as provided in paragraph (3), the term "consumer report" does not include—**(B)**any

authorization or approval of a specific extension of credit directly or indirectly by the issuer of a credit card or similar device; , which my social security card defined under 15 usc 1602 **(I)**The term "credit card" means any card, plate, coupon book or other credit device existing for the purpose of obtaining money, property, labor, or services on credit. Is the credit card used to obtain the property Niassan Maxima vin number JN1DA31A23T40075

BECAUSE YOU HAVE KNOWINGLY COLLECTED A DEBT THAT WAS NOT VALIDATED BY THE CONSUMER YOU ARE IN VIOLATION OF 15 USC 1692E (10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer, YOUR CONTRACT MISLEADINIG ME INTO SIGNING IS YOUR WAY TO VALIDATE THE ACCOUNT IS A VIOLATION, TAKING MY SOCIAL SECURITY CARD NUMBER HOME ADDRESS AND PHONE NUMBERS IS VIOLATION OF MY PRIVACY BECAUSE I DID NOT HAVE THE KNOWLEDGE OF SUCH COMPANY AS A DEBT COLLECTOR, YOU MISLEAD ME INTO SIGNING A AUTOMATIC PAYMENT FROM MY BANK ACCOUNT, WHICH IS A VIOLATION OF 15 USC 1692G (A)

(a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing --

(1) the amount of the debt;

(2) the name of the creditor to whom the debt is owed;

(3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;

(4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and

(5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

THE DEFINITION OF CREDITOR 15 USC 1602 **(g)**The term "creditor" refers only to a person who both (1) regularly extends, whether in connection with loans,

sales of property or services, or otherwise, consumer credit which is payable by agreement in more than four installments or for which the payment of a finance charge is or may be required, and (2) is the person to whom the debt arising from the consumer credit transaction is initially payable on the face of the evidence of indebtedness or, if there is no such evidence of indebtedness, MEANING THE CREDITOR CAN ONLY BE A PERSON, WHICH PERSON DEFINED UNDER 15 USC 1602 (e)The term "person" means a natural person or an organization. IS EXPLAINING ME DONOVAN FAYEZOLABI IS THE CREDITOR WHO BOTH EXTENDED CREDIT TO OBTAIN PROPERTY AND ALSO is the person to whom the debt arising from the consumer credit transaction is initially payable on the face of the evidence of indebtedness or, if there is no such evidence of indebtedness. BECAUSE THIS ACCOUNT WAS PAID IN FULL WITH MY CREDIT CARD AND CONGRESS NEVER DEFINES WHAT A PAYMENT, LOAN, OR BORROWER IS THERE IS NO LEGAL PROOF THAT I HAVE A OBLIGATION TO PAY THIS ALLEGED DEBT ATTACHED TO THIS ACCOUNT IN YOUR RECORDS. I DEMAND YOU TO UPDATE MY CONSUMER REPORTS WITH THIS ACCOUNT REMOVED WITH ALL NEGATIVE REMARKS AND BE REPORTED AS PAID IN FULL NO LATE PAYMENTS

I DEMAND YOU TO PAY THE INVOICE I SENT FOR FEDERAL CONSUMER VIOLATIONS

WITHIN 30 DAYS OF THIS LETTER

BEST REGARDS